

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

AYLO PREMIUM LTD, a limited
liability company organized under the
laws of the Republic of Cyprus,

Plaintiff,

v.

ALEX ABDULLAEV AND JOHN
DOES 1 - 20 D/B/A, PORNX.P.COM,
PORNX.P.NET, PORNX.P.CC,
PORNX.P.ORG, PORNX.P.CLOUD,
PORNX.P.EU, PORNX.P.CLICK,
PORNX.P.PICS, PORNX.P.QUEST,
PORNX.P.BUZZ, PORNX.P.CFD,
PORNX.P.NETWORK, PORNX.P.PRO,
PORNX.P.LIFE, PORNX.P.SBS,
PORNX.P.STREAM, PORNX.P.ME,
PORNX.P.CLUB, PORNX.P.ONE,
PORNX.P.SPACE, PORNX.P.TV,
PORNX.P.CAM, PORNX.P.LIVE,
PORNX.P.TUBE, PORNX.P.TOP,
PORNX.P.WATCH,
PORNX.P.DOWNLOAD,
PORNX.P.LOL, PORNX.P.LAT,
PORNX.P.WEBSITE, PORNX.P.SITE,
PORNX.P.ONLINE, PORNX.P.VIDEO,
PORNX.P.XYZ, AND PORNX.P.INFO.,

Defendants.

CASE NO. 25-CV-5473-BHS

ORDER

1 THIS MATTER is before the Court on Plaintiff Aylo Premium Ltd's ex parte
2 motion for leave for alternative service, Dkt. 11.

3 Aylo asserts copyright infringement claims against Defendants Alex Abdullaev
4 and Johns Does 1–20, d/b/a 35 websites, for misappropriation of Aylo's copyrighted
5 works. Dkts. 1, 10. Aylo seeks leave to serve Abdullaev by alternative means,
6 specifically, by email, under Fed. R. Civ. P. 4(f)(3) and (h)(2). Dkt. 11.

7 Fed. R. Civ. P. 4(f)(3) and (h)(2) provide that service outside the United States on
8 a foreign business entity or individual may be effected "by other means not prohibited by
9 international agreement, as the court orders." *Rio Prop., Inc. v. Rio Intern. Interlink*, 284
10 F.3d 1007, 1014 (9th Cir. 2002). The party requesting authorization to serve by
11 alternative means must "demonstrate that the facts and circumstances of the present case
12 necessitated the district court's intervention." *Id.* at 1016. In some circumstances, a party
13 may establish that email is a method that is "reasonably calculated to provide notice and
14 an opportunity to respond." *Id.* at 1017–18.

15 Fed. R. Civ. P. 4(f)(1) provides that service may be effected "by any
16 internationally agreed means of service that is reasonably calculated to give notice, such
17 as those authorized by the Hague Convention on the Service Abroad of Judicial and
18 Extrajudicial Documents." While Rule 4(f) does not create a hierarchy of preferred
19 methods of service of process, "[a] federal court would be prohibited from issuing a Rule
20 4(f)(3) order in contravention of an international agreement, including the Hague
21 Convention referenced in Rule 4(f)(1)." *Rio*, 284 F.3d at 1014–15 & n.4. However, "by
22

1 its terms, the Convention doesn't apply 'where the address of the person to be served
2 with the document is not known.'" *Facebook, Inc. v. 9 Xiu Network (Shenzhen)*
3 *Technology Co., Ltd.*, No. 19-CV-01167, 2020 WL 5036085, at *2 (Aug. 19, 2020)
4 (quoting Art. 1).

5 Aylo asserts that service by email on Abdullaev is the only effective means of
6 providing notice to the Defendants of the lawsuit. Dkt. 11 at 6. Through early discovery,
7 Aylo identified Abdullaev as the primary contact for fourteen of the websites. *Id.* at 4.
8 Aylo attempted service at Abdullaev's physical address in Kyrgyzstan, but no resident
9 answered the door to accept delivery. *Id.* at 2. Aylo contends, however, that two email
10 addresses Abdullaev provided to website service providers are valid. *Id.* at 3.

11 Aylo argues that serving Abdullaev by email provides notice not only to the
12 websites directly associated with him, but also to the other 21 websites, which it contends
13 are under Abdullaev's common control. *Id.* at 5. Aylo points out that although Kim
14 Hoang is listed as the registered contact for ten of the websites, the domain registry
15 accounts identifying Abdullaev and Hoang were accessed from the same IP address in the
16 Netherlands. *Id.* at 2. In addition, aside from an initial credit card payment for
17 Abdullaev's websites, all payments for the websites were made using the same form—
18 cryptocurrency. *Id.* at 4. Aylo contends that Hoang's contact information, including
19 Hoang's mailing address in Vietnam and two emails addresses, is invalid. *Id.*

20
21
22

1 Aylo further asserts that each of the 35 websites have nearly identical layouts,
2 including the pages for Terms of Service, Privacy Policy, and DMCA¹ notice and
3 takedown procedures. *Id.* It emphasizes that although the websites have different top-
4 level domain names (e.g., .click, .cloud, .club), the websites all require that DMCA
5 takedown requests be sent to the same email address with the same top-level domain:
6 dmca@pornxp.com. *Id.* Aylo contends that this email address is valid, explaining that it
7 sent multiple emails to that address and did not receive bounce-back notifications or a
8 response denying the association as an operator or owner of the websites. *Id.* Aylo asserts
9 that the Hague Convention does not impede alternative service in this case. *Id.* at 8.

10 The Court concludes that Aylo has established that service by email to Abdullaev
11 is reasonable in this case, given its showing that active email addresses are available
12 and that email is reasonably calculated to provide Defendants notice of this lawsuit and
13 comport with due process.

14 Aylo Premium's motion for leave for alternative service, Dkt. 11, is **GRANTED**.

15 Dated this 25th day of September, 2025.

16
17 

18 BENJAMIN H. SETTLE
19 United States District Judge
20
21
22

¹ Digital Millennium Copyright Act